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ABSTRACT

This agreement was made and entered into on June 4, 1974. Articles of the agreement include: recognition, board rights, association rights, student rights and freedom, academic freedom, faculty rights and responsibilities, working conditions, academic ranks, personnel policies, promotion, tenure, dismissals, termination and resignations, personnel files, grievance and arbitration, and salary and fringe benefits. Appendixes include the joint statement on rights and freedoms of students and the salary schedule. This agreement remains in effect until August 31, 1975. (PG)

ED104194

CONTRACTUAL AGREEMENT

BETWEEN

THE FACULTY ASSOCIATION OF THE COLLEGE OF LIBERAL ARTS OF THE UNIVERSITY OF DUBUQUE

AND

THE UNIVERSITY OF DUBUQUE

Dubuque, Iowa

June 4, 1974
(Date)

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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PREFACE

The University of Dubuque and the Faculty Association of the Liberal Arts College are agreed on the basis for our professional service together. We are agreed that our institution exists to provide our students with an environment and a process which stimulates intellectual growth, facilitates career preparation, promotes self-development, and encourages world citizenship. We are agreed that our College serves as a resource and service agency within the Dubuque community. We are agreed that our College should provide a context within which faculty can pursue their scholarly goals, carry on their classroom teaching with dignity, and receive the support of their fellow professionals.

To undergird these agreements and help secure our common commitment to the mission and future of the University of Dubuque, we enter willingly into the Agreement which follows.

AGREEMENT

This Agreement is made and entered into as of June 4, 1974 by and between the Board of Directors of the University of Dubuque, (hereinafter referred to as "the Board"), a non-profit corporation of the State of Iowa, and the Faculty Association of the College of Liberal Arts of the University of Dubuque, (hereinafter referred to as "the Association"), an affiliate of the Iowa Higher Education Association and the National Society of Professors--NHEA/NEA.

ARTICLE I. RECOGNITION

1. The Board recognizes the Association as the exclusive collective bargaining representative of men and women faculty members in the unit described in an Agreement dated March 30, 1973, entered into by and between the Association and the University, and which is made a part of this agreement by reference, for the purpose of collective bargaining with respect to salaries and other conditions of employment.

2. The unit shall consist of all full-time and part-time faculty of the College of Liberal Arts, including department chairpersons, excluding non-academic employees, division chairpersons, faculty of the Seminary, administrative and clerical employees, faculty members assigned to teach less than seven (7) academic hours per semester, guards and supervisors as defined in the National Labor Relations Act, as amended.

3. Employees in the unit covered by this Agreement may be hereinafter referred to as "faculty" or "faculty members." Unless the context indicates otherwise, the term "faculty" or "faculty members" shall be limited to members of the bargaining unit.

ARTICLE II. BOARD RIGHTS

The Association Recognition. The Association recognizes that the Board has the responsibility and the authority to manage and direct all the operations and activities of the institution to the full extent vested in the Board, provided that such rights and responsibilities shall be exercised by the Board in conformity with the express provisions of this Agreement.

ARTICLE III. ASSOCIATION RIGHTS

1. Released Time for Negotiation. Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiation, grievance proceedings, conferences or meetings, that person shall suffer no loss in pay nor be expected to compensate in any way for time spent in carrying out such responsibility.

2. Meeting Rooms. The Association and its representatives, upon request and reasonable notice, shall have the right to use free of charge the facilities of the College for meetings so long as such use does not interfere with the normal operations of the College.

3. Association Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on institution property at all reasonable times, provided that this shall not interfere with or interrupt normal institution operations.

4. Use of Facilities. The Association shall have the right to use institution facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the institution for any materials, repairs, and supplies incident to such use.

5. Association Notices and Mail Service. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards. A copy of such notice shall be furnished to the College. The Association may use the institution's mail service and instructor mail boxes for Association communications to instructors, including mass distribution.

6. Copies of Agreement. Copies of this Agreement shall be printed at the expense of the College within thirty (30) days after the agreement is signed and presented to all faculty now employed or interviewed for employment and who are or would be a member of the bargaining unit. The Board will also supply to the Association free of charge ten (10) copies of the Agreement, plus additional copies at a reasonable cost.

7. Information. Upon written request, the Board shall make available to the Association the following information:

   a. Data on members of the bargaining unit, including name, home address, department, dates of appointment, rank, tenure, and salary.
   b. The annual audit.

8. The President of the Association or a designee shall have a three-hour load reduction per semester. The department involved shall make every effort to accommodate the released time within its program.

9. Dues Checkoff. One payroll deduction in twelve (12) equal installments incorporating all Association dues may be selected by members of the Association, provided that the option is exercised no later than September 10 on a form provided by the Board. The College will remit to the Association no later than twenty (20) days after such deductions are made, a check for the total monthly amount deducted, and a list of faculty names and the dollar amounts deducted from each once each calendar year on or about October 1.

10. Office. The Association shall be provided with an office on campus.

ARTICLE IV. NO STRIKE--NO LOCK-OUT

The Association and the Board subscribe to the principle that differences arising under this Agreement be resolved by peaceful means without interruption of the College program. During the term of this Agreement, the Association shall not countenance, support, or participate in any strike, work-stoppage, or slow-down; nor shall there be any lock-out of faculty members on the part of the Board.

ARTICLE V. NON-DISCRIMINATION STATEMENT

The Board and the Association agree that the provisions of this Agreement and the hiring, or any terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, marital status, political affiliation, or membership or nonmembership in or activity on behalf of the Association.

ARTICLE VI. STUDENT RIGHTS AND FREEDOM

The Board and the Association hereby endorse and support the principles and procedures as set forth in the 1967 Joint Statement on Rights and Freedoms of Students. A copy of this statement is attached in Appendix A.

ARTICLE VII. ACADEMIC FREEDOM

The professor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his or her other academic duties.

The professor is entitled to full freedom in the classroom in teaching his or her subject: controversy is at the heart of free academic inquiry.

The professor is entitled to express his or her opinions as a citizen, subject only to the risk of counter-argument, refutation, or public disrepute. The professor, however, should make reasonable effort not to appear to speak for the institution.

ARTICLE VIII. FACULTY RIGHTS AND RESPONSIBILITIES

1. The Board of Directors and the Faculty Association recognize, assert, and affirm that the teaching profession confers rights and imposes responsibilities on each individual faculty member. Faculty responsibilities are correlative with faculty rights and functions. These rights and responsibilities are professional and contractual; they require ethical relationships with students, colleagues, administrators, and Directors.

2. The Association and the Board agree that the mission of the University of Dubuque is to provide quality education for students in a learning environment which affirms student development.

3. In order to implement the above principles, the faculty has the right and the responsibility to:

   a. serve students by teaching and advising.
   b. teach effectively.
   c. set admission standards
   d. develop curricular content and course offerings.
   e. set academic performance standards.
   f. set degree requirements.
   g. initiate new degree programs.
   h. approve degree recipients.

4. Faculty members should seek ways of contributing to the life of the College through its various committees, program elements, and student development activities.

ARTICLE IX. DEPARTMENT PROCEDURES AND DEPARTMENT CHAIRPERSONS

Department Procedures Each academic department of the College shall deliberate as a participating group of all members in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting on propositions such as course offerings, curriculum matters, teaching assignments, budget requests, personnel recruitment, eligibility for promotion and annual appraisal of department operations.

Department Chairpersons,

1. Selection of Department Chairpersons: Before April 1, department members shall recommend an individual to serve as chairperson for the next academic year. The department's recommendation with a recommendation of the Dean of the Faculty shall be communicated, in writing, to the Dean of the College who will be responsible for making the appointment. Appointments will be made on an annual basis and are renewable.

2. Duties of the Department Chairperson: The department chairperson shall be responsible for chairing department meetings, operating the department democratically, and coordinating department activities. Specific duties performed by the department chairperson on behalf of the department include the following:

   a. to assign faculty advisors to the majors in the department.
   b. to prepare and administer the departmental budget and to make certain that departmental expenditures remain within the limits of that budget.
   c. to prepare a department list of course offerings and formulate a written report on curricular revisions or modifications.
   d. to work with the Dean of the Faculty and the division chairperson in the recruitment of faculty for the department.
   e. to prepare an annual report on department activities.
   f. to assist the department in the development of programs and information on specific career opportunities for department majors.

ARTICLE X. WORKING CONDITIONS

1. Faculty Teaching Assignments. The teaching load of full-time faculty members shall be nine (9) to fifteen (15) credit hours per semester. The average credit hour limit per semester shall normally be twelve (12) hours, figured over two semesters. Any variation on existing College policy relating to faculty teaching load, overload, or load equivalencies, shall be reviewed by

the Dean of the College based on the recommendation of the Dean of the Faculty and the department chairperson after consultation with the faculty member concerned.

2. Academic Year. The academic year is defined as extending from a date four days prior to the beginning of classes in the fall through the first semester examination period; and from a date three days prior to the beginning of classes in January through the Commencement exercises.

3. Office Hours. Each faculty member shall maintain a reasonable number of weekly office hours. A list of these office hours shall be posted.

ARTICLE XI. ACADEMIC RANKS

1. Academic Titles. The following academic titles shall be awarded at initial appointment or through promotion, according to the qualifications listed below and those set forth in the promotion section: instructor, assistant professor, associate professor, and professor.

2. Qualifications. Expressed in terms of degree and teaching experience, the minimum basis for appointment or advancement shall be as follows:

   a. Instructor: M.A. or its academic equivalent or substantial progress toward an earned graduate degree.
   b. Assistant Professor: Earned doctorate or M.A. or its academic equivalent plus three (3) years of full-time college teaching or A.B.D. and two (2) years of full-time college teaching.
   c. Associate Professor: Earned doctorate plus five (5) years of full-time college teaching or A.B.D. plus seven (7) years of full-time college teaching, or M.A. or its academic equivalent plus nine (9) years of full-time college teaching.
   d. Full Professor: An earned doctorate plus eight (8) years of full-time college teaching.

3. Exceptions to the degree requirements for the various ranks as set forth in this section can be made in cases of extraordinary records of experience, training, or competence.

ARTICLE XII. PERSONNEL POLICIES

Section 1. Employment Procedures.

1. Letters of inquiry for positions to be filled shall be sent to the appropriate department chairperson(s) and shall be placed in an applicant file.

2. An applicant file may be sent to the Dean of the Faculty with a recommendation for an interview. After consultation between the Dean of the Faculty and the department chairperson, the Dean's Office shall prepare a candidate file which shall include the department's request and all academic credentials required by the Board.

3. The department chairperson shall schedule interviews for candidates with members of the department, the division chairperson, other appropriate faculty, students, and administrators. Department and division chairpersons shall submit their recommendations to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. The Dean of the College shall issue letters of appointment.

4. Each faculty member, upon receipt of notice of appointment, shall be advised in writing concerning: (a) the date for which the appointment is effective; (b) the salary; (c) the academic rank; (d) the department(s) in which the appointee is expected to teach; (e) any specific additional assignments or conditions as may be especially applicable to the appointee; and (f) a clause indicating the contract is subject to all the terms and conditions of this Agreement.

5. Appointees shall receive a letter of appointment and acceptance and copies of this Agreement and the Faculty Handbook.

6. The above procedures will be applicable during the regular academic year. During the summer, as much of the procedures in Sections 1, 2, and 3 will be applied as is feasible.

Section 2. Evaluation Information.

In all renewal, promotion and tenure decisions, the following information shall be considered:

1. The evaluation and recommendation of the division and department chairperson(s) and the Dean of the Faculty.

2. Self evaluation forms submitted by the faculty member.

3. Student evaluation forms for at least one class each semester, together with the faculty member's critique of these evaluations.

4. Other appropriate material submitted by the faculty member.

5. Classroom evaluations by division chairpersons or video tape presentations.

Section 3. Contract Renewal.

1. The term of the probationary contract is one year and is subject to renewal. The conditions under which faculty are eligible for tenure are spelled out in the appropriate section of this Agreement.

2. First Year Probationary Appointments

   a. The department and division chairpersons and the Dean of the Faculty will meet with each first-year probationary faculty member no later than December 15 to evaluate and discuss the faculty member's professional performance. At this conference, the faculty member's teaching, scholarship, and other professional activities will be assessed. Such evaluation will result in a written statement of the faculty member's professional effectiveness. If that effectiveness is inadequate in any respect, the faculty member will have the opportunity to set down in writing a plan to remedy those inadequacies and insure continued professional growth.
   b. Recommendations for renewing contracts of first-year probationary faculty members shall be submitted by department and division chairpersons to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. These evaluations will include a statement on the professional growth of the probationary faculty member since the conference referred to in Section 2a above. Letters of reappointment or non-reappointment shall be issued by the Dean of the College not later than March 1.

3. Second Year Probationary Appointments

   Recommendations for renewing appointments of second-year probationary faculty members shall be submitted by department and division chairpersons to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. Letters of reappointment or non-reappointment shall be issued by the Dean of the College not later than December 15.

4. Third Year Probationary Appointments

   Recommendations for renewing appointments of third-year probationary faculty members shall be submitted by department and division chairpersons to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. Letters of reappointment or non-reappointment shall be issued by the Dean of the College not later than October 1.

5. Fourth and Subsequent Year Probationary Appointments

Recommendations for renewing appointment of fourth and subsequent year probationary faculty members shall be submitted by department and division chairperson to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. Letters of reappointment or non-reappointment shall be issued by the Dean of the College at least twelve (12) months before the expiration of the faculty member's appointment.

Section 4. Non-Renewal.

1. If a probationary faculty member is notified by the Dean of the College of a non-renewal and if either the department and/or division chairperson made a renewal recommendation, the faculty member may make a written appeal stating the grounds for the appeal within ten (10) days of the receipt of the notification. The appeal of the non-reappointment decision shall be submitted to the College Faculty Hearing Committee.

2. The Hearing Committee shall study the evidence in the case and may summon witnesses, completing its work within thirty (30) days of the receipt of the appeal request. The committee shall make a written recommendation citing reasons either for or against non-reappointment to the President.

3. Upon receipt of the report of the Hearing Committee, the President may elect to meet with the committee or its chairperson and may, before reaching a decision, interview the faculty member and anyone who supplied information or evidence to the committee. Within ten (10) days of the receipt of the committee's recommendation, the President shall render a final decision either sustaining or reversing the non-reappointment decision. Copies of the President's decision shall be sent to the Dean of the College, the Hearing Committee, and the faculty member. If the President's decision is to grant reappointment, the faculty member shall be issued a letter of reappointment immediately.

Section 5. Promotion.

1. Promotion as used herein shall mean advancement from one faculty rank to another. Criteria for promotion of a member of the faculty are (1) demonstrated ability to teach effectively, (2) scholarly achievements, (3) evidence of continuing preparation, study, or research, (4) demonstrated contributions to student growth and development, (5) service to the department and to the College, and (6) service to the community or special contributions to the institution.

2. Department and division chairpersons shall submit recommendations for promotions to the Dean of the Faculty who shall forward these recommendations with a recommendation to the Dean of the College. The Dean, in turn, shall make recommendations to the President. The President's recommendations shall be submitted to the Executive Committee of the Board of Directors for final action. If approved, the promotion shall be effective the first day of the next academic year. If a faculty member, who is eligible for promotion and who is recommended for promotion by the department and division chairpersons, is officially notified of a non-promotion decision, the faculty member may, within ten (10) days after receipt of such notice, request reasons for the non-promotion decision. The President shall then notify the faculty member of the reasons for the non-promotion decision within ten (10) days after the receipt of such a request. If the President revises the non-promotion decision, the faculty member shall be promoted on the first day of the next academic year.

Section 6. Tenure.

1. Criteria for tenure as a member of the faculty are as follows: (1) demonstrated ability to teach effectively, (2) scholarly achievements, (3) evidence of continuing preparation, study, or research, (4) demonstrated contributions to student growth and development, and (5) service to the department or the College.

2. The requirements, conditions, and procedures for the granting of tenure are as follows:

   a. Tenure shall be defined as that status wherein a member of the faculty shall be retained until the faculty member shall reach the retirement age of 65, unless the faculty member (1) resigns, (2) is dismissed for adequate cause, or (3) is terminated under extraordinary circumstances because of financial exigencies.
   b. The total period of full-time service at the University of Dubuque prior to the acquisition of continuous tenure will not exceed seven (7) years. Three (3) or more years of previous full-time service with the rank of instructor or higher in other institutions of higher learning will reduce the probationary period to a maximum of four (4) years, even though the total full-time service in the profession may thereby exceed seven (7) years. The terms of such extension will be stated in writing at the time of initial appointment.

c. The Tenure Committee will review the candidate's eligibility for tenure. The Committee shall prepare a written report of its work for the President and the Dean of the College by April 1. The report shall include the Committee's recommendation which is based on the evaluation of the faculty member and which reflects the criteria listed above. The report shall be signed by each member of the committee. A minority report may be filed. Along with the report, the committee shall send all of the evidence and data it gathered in the process of the investigation and evaluation. Upon receipt of the report, the President shall make a complete review of the report, evidence and data, and reach a decision. To this end, the President may elect to meet with the committee or its chairperson and may, before reaching a decision, interview the faculty member and anyone who supplied information or evidence to the committee. The President's recommendation shall be submitted to the Executive Committee of the Board for final action.

d. By May 15 written notice of the decision of the Board regarding their tenure status shall be sent to eligible members of the faculty. If tenure is granted, the status shall be effective the first day of the next academic year.

e. If a member of the faculty, who is eligible for tenure and who is recommended for tenure by the committee, is officially notified by May 15 of a non-tenure decision, the faculty member may, within ten (10) days after receipt of such notice, request reasons for the non-tenure decision. The President shall then notify the faculty member of the reasons for the non-tenure decision within ten (10) days after the receipt of such request. The faculty member shall have the right to appeal the decision to the Executive Committee of the Board within ten (10) days of receipt of said reasons. If the Board revises the decision of non-tenure, the faculty member shall be granted tenure to be effective immediately. If the Board sustains the non-tenure decision, the decision shall be final.

Section 7. Dismissals.

1. Termination of a tenure appointment or of a probationary appointment before the end of the specified term may be effected by the institution only for adequate cause. In such dismissal cases, the burden of proof that adequate cause exists rests with the College. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

2. When reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the College and the faculty bear a great responsibility each to the other and to the entire College community to see that justice and right are done. To these ends, the procedures below are set forth:

   a. Informal Proceedings
      The division chairperson and/or the Dean of the Faculty shall discuss the performance of the faculty member in a personal conference. The purpose of this informal proceeding shall be to enable the faculty member to remedy the problem area. The matter may be terminated by mutual consent at this point. If it is not, formal proceedings may be instituted.

   b. Suspension of a Faculty Member
      Suspension of a faculty member from normal duties prior to completion of the procedures outlined in this section may be resorted to only if immediate harm to the faculty member or others is threatened by continuance. Any such suspension shall be with pay.

   c. Formal Proceedings
      Formal proceedings shall be instituted when the Dean of the College sends to the faculty member a written communication which shall include the following: (1) a statement of charges and specifications; (2) notification that, if the faculty member so requests, a hearing to determine the merits of removal shall be conducted by the College Faculty Hearing Committee at a specified time and place. The time and place, to be determined by the committee in consultation with the faculty member, shall not be later than thirty (30) days after the post-marked date of this notification; (3) notification of the procedures to be followed.

      The faculty member within seven (7) days after receiving the above notification shall send a written reply to the Dean of the College with a copy to the chairperson of the College Faculty Hearing Committee if the faculty member desires a hearing.

      The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges or asserts they do not support a finding of adequate cause, the College Faculty Hearing Committee will evaluate all available evidence and rest its recommendations upon the evidence in the record.

There will be a pre-hearing meeting of the Committee, the Dean of the College, and the faculty member to review procedures and to determine the desirability of a hearing, open or closed, to the faculty at large. No formal public statements will be issued during the course of the hearing.

The formal hearing procedures shall be as follows: (1) The chairperson of the College Faculty Hearing Committee shall conduct the hearing. (2) A taped record of the hearing shall be taken and made available to the College, the faculty member and the hearing committee. (3) The faculty member may have an academic advisor and legal counsel. (4) The committee shall assist both parties in obtaining relevant evidence and in calling witnesses. Both parties shall have the right to confront and cross examine all witnesses.

The hearing will proceed in the following manner: (1) Consideration by the committee of the grounds for dismissal contained in the College's statement of charges and the faculty member's written response(s). (2) Presentation of the case for the College, including presentation of documentary and/or testimonial evidence, cross examination of witnesses, and questioning of witnesses by the Hearing Committee. (3) Presentation of the case for the faculty member, including presentation of documentary and/or testimonial evidence, cross examination of witnesses, and questioning of witnesses by the Hearing Committee. (4) Summation by the College. (5) Summation by the faculty member.

The Committee shall reach its decision based on the evidence presented at the hearing within two (2) weeks after the close of the hearing unless otherwise mutually agreed upon. The Dean of the College and the faculty member shall be given copies of the judgment.

The Dean of the College shall transmit the judgment of the hearing committee to the President. If the President fails to sustain a committee decision favorable to the faculty member, the faculty member may within ten (10) days notify the President in writing of the intention to appeal the matter to the Board.

The review of the Board shall be based on the record of the committee hearing, accompanied by opportunity for argument, oral or written or both, by the principals or their representatives. The decision of the hearing committee will either be sustained, or the proceeding returned to the committee with specific objections. The committee will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board will make a final decision only after study of the committee's reconsideration.

Section 8. Termination by Reason of Financial Exigency.

1. Termination by the Board of a continuous appointment because of financial exigency or substantial modification or discontinuance of a program or department should be demonstrably bona fide.

2. When the Board determines that it is necessary to terminate the services of a tenured faculty member because a) a financial exigency exists, or b) a substantial modification or discontinuance of a program or department is necessary, the faculty member will be given notice as soon as possible. The notification shall never take place less than twelve (12) months before the termination date.

3. Prior to the termination of a tenured faculty member's appointment as a consequence of financial exigency or substantial modification or discontinuance of a program or department, the Institutional Development Committee of the Faculty shall meet with the President and the Dean of the College for a thorough discussion of the situation and shall be given opportunity to submit a report and a recommendation for the reduction of tenured faculty positions in writing within thirty (30) days to the Board of Directors. The discussion shall include a specific number of tenured positions to be terminated, a specific number of departments to be terminated or other information which will make sufficiently clear to the Committee, the Board's intentions in declaring a financial exigency. Such statement shall be responsive to the impact of the financial exigency on the academic program of the College and shall include specified academic program priorities. The term "responsive to the impact of the financial exigency" shall mean a specific number of teaching positions or departments determined by the Board. The Board shall make a decision and shall specify the reasons for its decision in a written statement to the Institutional Development Committee. In the event the Board's tenured faculty reduction determination differs from the recommendation of the Institutional Development Committee, the Board shall return its decision to the Institutional Development Committee within ten (10) working days. The Committee shall review the Board's determination within five (5) working days after receipt of the Board's decision. If three-fourths (3/4) of the full Committee vote to uphold the Board's determination then it shall be final. If three-fourths (3/4) of the Committee do not vote to uphold then the Committee's own recommendation on reduction of tenured faculty positions shall prevail and be final, except that the Board's decision on the number of tenured positions to be eliminated shall be final.

4. Before terminating an appointment because of financial exigency, the College will make every effort to place the affected faculty member in other suitable positions within the institution. If retention is not possible, the College must assume responsibility for assisting the faculty member in securing other employment consistent with the person's abilities.

5. In the event that a tenured appointment is terminated, a replacement for the released faculty member shall not be appointed within three years from the effective date of the release unless the released faculty member has been offered reappointment by registered mail and has had a period of not less than thirty (30) days in which to accept or decline the offer.

Section 9. Resignations.

A faculty member may terminate an appointment effective at the end of an academic year, provided that notice in writing is given at the earliest possible opportunity, but not later than April 1 or thirty (30) days after receiving notification of the terms of the appointment for the coming year, whichever date occurs later. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where the faculty member would otherwise be denied substantial professional advancement or other opportunity.

ARTICLE XIII. PERSONNEL FILES

1. Each member of the bargaining unit shall have a personnel file in the Office of the Dean of the College.

2. The file will contain:

   a. Academic transcripts;
   b. Documents supporting professional training and experience;
   c. All correspondence relating to employment;
   d. Copies of all annual contracts;
   e. All documents relating to personnel matters such as renewal, promotion, tenure, resignation or discharge;
   f. All records and transcripts supporting the faculty member's continued professional growth after initial appointment; and
   g. Information of a positive nature indicating special competencies, achievement, scholarly research, academic, professional or other contributions; and any statement that the faculty member wishes to have entered in the file.

3. Copies of faculty evaluations by department and/or division chairpersons may be examined by the faculty member concerned upon request to the chairperson(s).

4. Student evaluation forms will be retained for two (2) academic years and then eliminated.

ARTICLE XIV. PART-TIME FACULTY

1. Part-time faculty, those who teach more than six (6) hours but less than twelve (12) hours and are thereby in the bargaining unit, shall be covered by the terms and conditions of this Agreement, except that all matters relating to personnel policies and College fringe benefits shall be governed by existing College policy for part-time faculty.

2. Part-time faculty members, teaching more than six (6) hours but less than twelve (12) hours and thus part of the bargaining unit, shall receive salary on a prorata basis.

3. Part-time faculty, either those in or out of the bargaining unit, shall not be hired for positions which would normally be filled by hiring a full-time faculty member.

ARTICLE XV. GRIEVANCE AND ARBITRATION

Section 1. Grievance.

A "grievance" is a claim by a faculty member or a group of faculty members, i.e., a class grievance or the Association that there has been a breach, misinterpretation, or misapplication of a specific provision of this Agreement by the University. The University may not file a grievance. Grievances must be submitted on approved forms provided by the Board.

Section 2. Purpose.

The purpose of this procedure is to provide the sole and exclusive method for the prompt resolution of grievances arising under this Agreement. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss matters informally with any appropriate member of the College community. Any settlement, withdrawal, or disposition of a grievance at any stage shall not constitute a binding precedent in the settlement of similar grievances.

Section 3. General Procedures.

1. Grievances shall be processed as rapidly as possible within the time limits specified. The time limits may be extended by written mutual agreement between the College and the Association. Time limits shall be strictly construed. Attempts by the University to resolve the merits should not be construed as a waiver of time limits. The grievance shall be deemed settled on the basis of University action or last answer if not appealed within the time limits set forth; failure of the University to act within the time limit shall give the Association the right immediately to advance the grievance to the next step.

2. Should a grievance be filed after April 1 of any academic year, the time limits shall be reduced where practical in an attempt to provide for full processing of said grievance prior to June 1.

3. The faculty member(s) may withdraw the grievance at any level. If so withdrawn, the specific grievance shall not be presented again by the grievant.

4. If a grievant wishes to pursue the matter to a formal grievance stage, the grievant must submit a written formal grievance signed by the grievant which shall set forth a brief statement of the facts upon which the grievance is based and the provision or provisions of this Agreement alleged to be involved and the name(s) of the aggrieved faculty person(s).

5. Matters covered in Article XII relating to personnel shall be exclusively processed according to the review procedures provided in Article XII.

Section 4. Grievance Steps.

Step 1. (Informal): The aggrieved faculty member(s) shall first informally discuss the grievance with the division chairperson and the Dean of the Faculty.

Step 2. If the grievant wishes to pursue the matter further, the grievant shall present a written formal grievance to the Dean of the College with a copy to the grievant's division chairperson and to the Association. The written formal grievance must be presented within thirty (30) working days from the occurence of the act or omission which is the subject of the grievance. In the case of an alleged instance of discrimination as defined in Article V the written formal grievance must be presented within thirty (30) working days after the grievant could reasonably have been expected to know of the occurence of the grievance.

Upon receipt of the written grievance, the Dean of the College or a designee shall schedule a conference with the grievant and if the grievant requests, a representative of the Association. The conference shall be scheduled not later than five (5) working days after the grievance is presented to the Dean of the College. The Dean of the College or the Dean's designee shall give the grievant and the Association a written answer to the grievance within five (5) working days after the conclusion of such a conference. If the grievant wishes to pursue the matter further, the grievant shall present a written formal statement to the office of the President within five (5) working days after the post mark date of the answer of the Dean of the College.

Step 3. The President may, in his sole discretion, sustain, modify, or reverse the decision made in Step 2. Within five (5) working days after receipt of the written grievance, the President may have a meeting with the aggrieved faculty member; and if the grievant requests, an Association representative; the Dean; and any person(s) necessary to effectuate a resolution of the grievance. The President, or the President's designee, shall submit a written answer to the

Association and to the grievant within ten (10) working days after receipt of the Association statement. If either the Association or the grievant is satisfied at this point, the matter shall be concluded.

Step 4. If the Association is not satisfied with the answer of the President, and if the matter is one which may be submitted to arbitration according to the terms of this Agreement, the Association may submit the matter to arbitration in accordance with the following procedures. The grievance must be submitted to arbitration within ten (10) working days after receipt of the President's response.

Section 5. Arbitration.

1. The Association shall notify the University in writing of its intention to have the grievance submitted to arbitration. The notice to arbitrate shall specify:

   a. the nature of the grievance.
   b. the contract sections violated.
   c. the name(s) of the aggrieved.
   d. the reply sought; and
   e. a list of five (5) proposed arbitrators.

2. If the University cannot agree to submit the grievance to one of the arbitrators listed by the Association, the parties jointly shall request of the Federal Mediation and Conciliation Service a list of five arbitrators. Upon receipt of the list, the names thereon shall alternately be struck by the parties until one name remains, who shall be the arbitrator. (Either party may reject one entire Federal Mediation and Conciliation Service list.)

3. The arbitrator shall hold a hearing at which either party may present evidence, be represented by counsel, and submit post-hearing arguments.

4. The arbitrator shall have no power to alter, amend, add or to subtract from the terms of this Agreement.

5. Only the following matters shall be subjects for arbitration:

   a. an alleged breach of Article V relating to discrimination.
   b. an alleged breach of Article VII relating to academic freedom.
   c. an alleged procedural irregularity in the personnel policies set forth in Article XII. If the arbitrator finds that the University has breached the due process procedures of Article XII, the arbitrator's power shall be limited to remanding the matter for compliance with these procedures. In no event shall the arbitrator substitute the arbitrator's judgment for the academic judgment rendered on the merits.

d. an alleged breach of the working conditions as set forth in Article X.

6. Mutually incurred costs, such as the fees of the arbitrator, shall be shared by the parties. Individually incurred costs, such as the fees of legal counsel or the purchase of transcripts, shall be paid by the party incurring such costs.

7. Grievances or class grievances may be consolidated by mutual agreement of the University and the Association.

8. The arbitrator's decision shall be final and binding on the grievant, the College and the Association.

ARTICLE XVI. TRANSFERS

1. Faculty Transfers. The transfer of a faculty person from one academic department to another will be effected by the employment procedures outlined in this Agreement. Notice of department vacancies shall be sent to the faculty chairperson prior to their publication elsewhere.

2. Acting Administrative Transfers. With the consent of the instructor, the institution may appoint the instructor to hold an administrative position on an acting basis for a period not to exceed one calendar year. The title in the administrative position will include the word "acting" during the time that the faculty person holds the administrative position. The faculty person will remain a member of the bargaining unit, with all the rights thereof.

3. Permanent Administrative Transfers. Any member of the bargaining unit who is selected for an administrative position, not holding it on an acting basis but in the full capacity of the position, and who later returns to a position within the bargaining unit shall be eligible for the rights and benefits due a faculty member under this contract.

4. Administrators Who Teach. Administrators who teach part-time up to a maximum of six (6) credit hours in their respective disciplines shall not be members of the bargaining unit for the purposes of this Agreement. Such teaching assignments for administrators shall be developed in cooperation with the department. The determinations of whether a person is an administrator for the purposes of this paragraph will be based on whether the person holds an administrative contract, i.e., for twelve (12) months and the primary contractual responsibilities stated in the contract.

ARTICLE XVII. EFFECT OF AGREEMENT

1. Supersedes. This Agreement constitutes the negotiated agreements of the Board and the Association and supersedes any previous rules, regulations, or policies which are not in conformity with the specific terms of this Agreement.

2. Contrary to Law. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

3. Statement or Commitments. Statements or commitments or agreements which exceed the specific terms of this Agreement made by members of the bargaining unit shall not be binding upon the University unless confirmed by the University in writing.

4. Individual Contracts. Any individual contract between the institution and an individual faculty member heretofor or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement except that existing individual contract agreements relating to continuance or promotion based on the receipt of a graduate degree or salary compensation related to the obtaining of the degree shall be in full force and effect.

5. All members of the bargaining unit shall retain the rank and/or tenure status they currently hold.

6. Agreement Provisions

   a. This contract contains the full agreement between the parties and no other term or condition of employment shall be the subject of negotiations during the term hereof unless mutually agreed to by the Association and the College whether or not such term or condition was discussed in negotiations or contemplated by either party at the time hereof.
   b. This Agreement shall not be construed to repeal, rescind or otherwise modify any rules, regulations or promulgations of the College as they presently exist or as they may be amended in the future which are not in conflict with the provisions of this Agreement.
   c. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the Agreement.

d. This Agreement shall be incorporated by reference in all letters of appointment and acceptance issued to faculty members. All rights, claims, privileges and obligations claimed under this Agreement or under the letters of appointment and acceptance shall be enforceable only through the procedures hereinafter set forth in the Agreement.

e. The presently constituted agencies or official documents within the College (e.g., the general faculty, the Faculty Handbook) or any other body comprised in whole or in part of faculty, or any such agency as may be constituted in the future, shall function or continue to function at the College, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement, or the terms and conditions of employment of faculty.

7. Contract Review Committee. A joint contract review committee of the University and the Association consisting of six (6) persons, three (3) appointed by the President of the University and three (3) by the Association, shall meet periodically to assemble agenda for future contract negotiations and monitor the strengths and weaknesses of the contract in operation. This committee shall render a report to the negotiators of the University and the Association prior to the mutually agreed-upon time for commencement of negotiations.

ARTICLE XVIII. FACULTY COMMITTEES

1. Institutional Development Committee

a. The committee shall consist of six (6) faculty members elected by the faculty for a three (3) year term. Such terms are to be staggered so that two (2) members are elected annually.

b. Three (3) of the members of this committee shall serve on the Planning Cabinet of the University.

c. The committee shall advise the administration and/or the Board on the following matters prior to adoption or general publication:

1. Major budgetary factors which affect faculty employment;
2. Significant capital improvement programs;
3. Proposals relating to a bona fide financial exigency or substantial modification or discontinuance of a program or department; and
4. Other matters deemed appropriate by the administration, the Board or faculty; however, matters relating to the contract shall be processed through the Contract Review Committee.

d. The committee will review these matters and report its recommendations, after consultation with the appropriate administrative officers, to the President or to the Board

and to the Association within thirty (30) days.

2. Educational Policies Committee

a. The committee shall consist of the Dean of the College, the Director of the Summer School and Evening Division, the Registrar, the four division chairpersons, four additional faculty members elected by the faculty, and four students selected by the students. The Dean of the Faculty or a designee shall serve as chairperson.
b. The committee shall act on recommendations from the divisions concerning the addition or deletion of courses and report its decisions to the faculty. It shall consider all matters affecting the curriculum and degree programs and make recommendations to the faculty. The committee shall entertain student petitions for waiver of graduation regulations.

ARTICLE XIX. SALARY AND FRINGE BENEFITS

A. Salaries:

1. The salary agreement between the Association and the Board is based on the following criteria:

a. The base (1.00) on the salary schedule equals $8700 for the 1974-75 academic year.
b. The salary scale gives a $500 differential at each step to faculty members who hold a doctorate.
c. For faculty members presently employed, one step on the salary schedule is equivalent to one year of full-time college teaching experience.
d. For new faculty appointments, original placement on the salary schedule is figured on prior years of full-time college teaching experience plus one. Placement on the scale for new faculty appointments may be made within a range of half the steps between the normal entry point and the end of the rank range.
e. The maximum salary for the 1974-75 academic year shall not exceed $15,000
f. The maximum increment any faculty person in the bargaining unit shall receive for the 1974-75 academic year is $1800.
g. The minimum increment any faculty person in the bargaining unit shall receive for the 1974-75 academic year is $650.
h. The Board and the Association agree that the salary schedule should be implemented in such a way that all faculty members, either over or below scale, will be moving toward proper placement on the salary scale.

i. The payment of this salary scale for the 1974-75 academic year will commence on or about September 25, 1974

j. A faculty member who is promoted shall receive two (2) increments, i.e., $870. If the faculty member has received a Ph.D. the faculty member will receive one (1) increment of $435 plus $500 for the Ph.D.

k. As part of the policy of the College to reward excellence in teaching, each year the Faculty Development Committee may seek nominations for 0-3 outstanding teacher awards. The Committee will make the final decision on these awards which will carry with them a stipend in the amount of $250.

2. Faculty salaries for the 1974-75 academic year shall be as set forth on the schedule in Appendix B, subject to the criteria stated above.

B. Other benefits: The College agrees to continue to eligible faculty the existing benefit program which includes the payment of statutory benefits, i.e., social security, unemployment compensation and workman's compensation. In addition, the College will continue its existing benefits program including the group insurance program consisting of medical, life insurance, and disability insurance, the TIAA contributory pension program and tuition remission for dependents.

All of these benefits are set forth in the Faculty Manual of October 1972.

ARTICLE XX. DURATION OF AGREEMENT

This Agreement shall be in effect for the period from June 4, 1974 to August 31, 1975, provided that the salary agreement contained in Article XIX shall be implemented with the pay period beginning September 1, 1974. Negotiation for a new Agreement shall begin on or about February 15, 1975.

In witness whereof, the parties have hereunder affixed their signatures this 21st day of June, 1974.

For the Board:

Joseph Tondreault - Chmn.

Walter Peters

Kent McWeeks

William R. Donohue

W. Ashley Towner

For the Association:

William C. Mellon

Robert M. Miller

Frederick A. Grant

Ralph W. Schram

Mary Jane Jones

APPENDIX A

(See Article VI)

Joint Statement on Rights and Freedoms of Students

In June, 1967, a joint committee, comprised of representatives from the American Association of University Professors, U. S. National Student Association, Association of American Colleges, National Association of Student Personnel Administrators, and National Association of Women Deans and Counselors, met in Washington, D.C., and drafted the Joint Statement on Rights and Freedoms of Students *published below.*

Since its formulation, the Joint Statement has been endorsed by each of its five national sponsors, as well as by a number of other professional bodies. The Association's Council approved the Statement in October, 1967, and the Fifty-fourth Annual Meeting endorsed it as Association policy.

Preamble

Academic institutions exist for the transmission of knowledge, the pursuit of truth, the development of students, and the general well-being of society. Free inquiry and free expression are indispensable to the attainment of these goals. As members of the academic community, students should be encouraged to develop the capacity for critical judgment and to engage in a sustained and independent search for truth. Institutional procedures for achieving these purposes may vary from campus to campus, but the minimal standards of academic freedom of students outlined below are essential to any community of scholars.

Freedom to teach and freedom to learn are inseparable facets of academic freedom. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. Students should exercise their freedom with responsibility.

The responsibility to secure and to respect general conditions conducive to the freedom to learn is shared by all members of the academic community. Each college and university has a duty to develop policies and procedures which provide and safeguard this freedom. Such policies and procedures should be developed at each institution within the framework of general standards and with the broadest possible participation of the members of the academic community. The purpose of this statement is to enumerate the essential provisions for student freedom to learn.

I. Freedom of Access to Higher Education

The admissions policies of each college and university are a matter of institutional choice provided that each college and university makes clear the characteristics and expectations of students which it considers relevant to success in the institution's program. While church-related institutions may give admission preference to students of their own persuasion, such a preference should be clearly and publicly stated. Under no circumstances should a student be barred from admission to a particular institution on the basis of race. Thus, within the limits of its facilities, each college and university should be open to all students who are qualified according to its admission standards. The facilities and services of a college should be open to all of its enrolled students, and institutions should use their influence to secure equal access for all students to public facilities in the local community.

II. In the Classroom

The professor in the classroom and in conference should encourage free discussion, inquiry, and expression.

Student performance should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards.

A. *Protection of Freedom of Expression*

Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.

B. *Protection against Improper Academic Evaluation*

Students should have protection through orderly procedures against prejudiced or capricious academic evaluation. At the same time, they are responsible for maintaining standards of academic performance established for each course in which they are enrolled.

C. *Protection against Improper Disclosure*

Information about student views, beliefs, and political associations which professors acquire in the course of their work as instructors, advisers, and counselors should be considered confidential. Protection against improper disclosure is a serious professional obligation. Judgments of ability and character may be provided under appropriate circumstances, normally with the knowledge or consent of the student.

III. Student Records

Institutions should have a carefully considered policy as to the information which should be part of a student's permanent educational record and as to the conditions of its disclosure. To minimize the risk of improper disclosure, academic and disciplinary records should be separate, and the conditions of access to each should be set forth in an explicit policy statement. Transcripts of academic records should contain only information about academic status. Information from disciplinary or counseling files should not be available to unauthorized persons on campus, or to any person off campus without the express consent of the student involved except under legal compulsion or in cases where the safety of persons or property is involved. No records should be kept which reflect the political activities or beliefs of students. Provisions should also be made for periodic routine destruction of noncurrent disciplinary records. Administrative staff and faculty members should respect confidential information about students which they acquire in the course of their work.

IV. Student Affairs

In student affairs, certain standards must be maintained if the freedom of students is to be preserved.

A. *Freedom of Association*

Students bring to the campus a variety of interests previously acquired and develop many new interests as members of the academic community. They should be free to organize and join associations to promote their common interests.

1. The membership, policies, and actions of a student organization usually will be determined by vote of only those persons who hold bona fide membership in the college or university community.

2. Affiliation with an extramural organization should not of itself disqualify a student organization from institutional recognition.

3. If campus advisers are required, each organization should be free to choose its own adviser, and institutional recognition should not be withheld or withdrawn solely because of the inability of a student organization to secure an adviser. Campus advisers may advise organizations in the exercise of responsibility, but they should not have the authority to control the policy of such organizations.

4. Student organizations may be required to submit a statement of purpose, criteria for membership, rules of procedures, and a current list of officers. They should not be required to submit a membership list as a condition of institutional recognition.

5. Campus organizations, including those affiliated with an extramural organization, should be open to all students without respect to race, creed, or national origin, except for religious qualifications which may be required by organizations whose aims are primarily sectarian.

B. *Freedom of Inquiry and Expression*

1. Students and student organizations should be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They should always be free to support causes by orderly means which do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations students or student organizations speak only for themselves.

2. Students should be allowed to invite and to hear any person of their own choosing. Those routine procedures required by an institution before a guest speaker is invited to appear on campus should be designed only to insure that there is orderly scheduling of facilities and adequate preparation for the event, and that the occasion is conducted in a manner appropriate to an academic community. The institutional control of campus facilities should not be used as a device of censorship. It should be made clear to the academic and larger community that sponsorship of guest speakers does not necessarily imply approval or endorsement of the views expressed, either by the sponsoring group or the institution.

C. *Student Participation in Institutional Government*

As constituents of the academic community, students should be free, individually and collectively, to express their views on issues of institutional policy and on matters of general interest to the student body. The student body should have clearly defined means to participate in the formulation and application of institutional policy affecting academic and student affairs. The role of the student government and both its general and specific re-

sponsibilities should be made explicit, and the actions of the student government within the areas of its jurisdiction should be reviewed only through orderly and prescribed procedures.

D. *Student Publications*

Student publications and the student press are a valuable aid in establishing and maintaining an atmosphere of free and responsible discussion and of intellectual exploration on the campus. They are a means of bringing student concerns to the attention of the faculty and the institutional authorities and of formulating student opinion on various issues on the campus and in the world at large.

Whenever possible the student newspaper should be an independent corporation financially and legally separate from the university. Where financial and legal autonomy is not possible, the institution, as the publisher of student publications, may have to bear the legal responsibility for the contents of the publications. In the delegation of editorial responsibility to students, the institution must provide sufficient editorial freedom and financial autonomy for the student publications to maintain their integrity of purpose as vehicles for free inquiry and free expression in an academic community.

Institutional authorities, in consultation with students and faculty, have a responsibility to provide written clarification of the role of the student publications, the standards to be used in their evaluation, and the limitations on external control of their operation. At the same time, the editorial freedom of student editors and managers entails corollary responsibilities to be governed by the canons of responsible journalism, such as the avoidance of libel, indecency, undocumented allegations, attacks on personal integrity, and the techniques of harassment and innuendo. As safeguards for the editorial freedom of student publications the following provisions are necessary.

1. The student press should be free of censorship and advance approval of copy, and its editors and managers should be free to develop their own editorial policies and news coverage.

2. Editors and managers of student publications should be protected from arbitrary suspension and removal because of student, faculty, administrative, or public disapproval of editorial policy or content. Only for proper and stated causes should editors and managers be subject to removal and then by orderly and prescribed procedures. The agency responsible for the appointment of editors and managers should be the agency responsible for their removal.

3. All university published and financed student publications should explicitly state on the editorial page that the opinions there expressed are not necessarily those of the college, university, or student body.

V. Off-Campus Freedom of Students

A. *Exercise of Rights of Citizenship*

College and university students are both citizens and members of the academic community. As citizens, students should enjoy the same freedom of speech, peaceful assembly, and right of petition that other citizens enjoy and, as members of the academic community, they are subject to the obligations which accrue to them by virtue of this membership. Faculty members and administrative officials should insure that institutional powers are not employed to inhibit such intellectual and personal development of students as is often promoted by their exercise of the rights of citizenship both on and off campus.

B. *Institutional Authority and Civil Penalties*

Activities of students may upon occasion result in violation of law. In such cases, institutional officials should be prepared to apprise students of sources of legal counsel and may offer other assistance. Students who violate the law may incur penalties prescribed by civil authorities, but institutional authority should never be used merely to duplicate the function of general laws. Only where the institution's interests as an academic community are distinct and clearly involved should the special authority of the institution be asserted. The student who incidentally violates institutional regulations in the course of his off-campus activity, such as those relating to class attendance, should be subject to no greater penalty than would normally be imposed. Institutional action should be independent of community pressure.

VI. Procedural Standards in Disciplinary Proceedings

In developing responsible student conduct, disciplinary proceedings play a role substantially secondary to example, counseling, guidance, and admonition. At the same time, educational institutions have a duty and the corollary disciplinary powers to protect their educational purpose through the setting of standards of scholarship and conduct for the students who attend them and through the regulation of the use of institutional facilities. In the exceptional circumstances when the preferred means fail to resolve problems of student conduct, proper procedural safeguards should be observed to protect the student from the unfair imposition of serious penalties.

The administration of discipline should guarantee procedural fairness to an accused student. Practices in disciplinary cases may vary in formality with the gravity of the offense and the sanctions which may be applied. They should also take into account the presence or absence of an honor code, and the degree to which the institutional officials have direct acquaintance with student life in general and with the involved student and the circumstances of the case in particular. The jurisdictions of faculty or student judicial bodies, the disciplinary responsibilities of institutional officials and the regular disciplinary procedures, including the student's right to appeal a decision, should be clearly formulated and communicated in advance. Minor penalties may be assessed informally under prescribed procedures.

In all situations, procedural fair play requires that the student be informed of the nature of the charges against him, that he be given a fair opportunity to refute them.

that the institution not be arbitrary in its actions, and that there be provision for appeal of a decision. The following are recommended as proper safeguards in such proceedings when there are no honor codes offering comparable guarantees.

A. *Standards of Conduct Expected of Students*

The institution has an obligation to clarify those standards of behavior which it considers essential to its educational mission and its community life. These general behavioral expectations and the resultant specific regulations should represent a reasonable regulation of student conduct, but the student should be as free as possible from imposed limitations that have no direct relevance to his education. Offenses should be as clearly defined as possible and interpreted in a manner consistent with the aforementioned principles of relevancy and reasonableness. Disciplinary proceedings should be instituted only for violations of standards of conduct formulated with significant student participation and published in advance through such means as a student handbook or a generally available body of institutional regulations.

B. *Investigation of Student Conduct*

1. Except under extreme emergency circumstances, premises occupied by students and the personal possessions of students should not be searched unless appropriate authorization has been obtained. For premises such as residence halls controlled by the institution, an appropriate and responsible authority should be designated to whom application should be made before a search is conducted. The application should specify the reasons for the search and the objects or information sought. The student should be present, if possible, during the search. For premises not controlled by the institution, the ordinary requirements for lawful search should be followed.

2. Students detected or arrested in the course of serious violations of institutional regulations, or infractions of ordinary law, should be informed of their rights. No form of harassment should be used by institutional representatives to coerce admissions of guilt or information about conduct of other suspected persons.

C. *Status of Student Pending Final Action*

Pending action on the charges, the status of a student should not be altered, or his right to be present on the campus and to attend classes suspended, except for reasons relating to his physical or emotional safety and well-being, or for reasons relating to the safety and well-being of students, faculty, or university property.

D. *Hearing Committee Procedures*

When the misconduct may result in serious penalties and if the student questions the fairness of disciplinary action taken against him, he should be granted, on request, the privilege of a hearing before a regularly constituted hearing committee. The following suggested hearing committee procedures satisfy the requirements of procedural due process in situations requiring a high degree of formality.

1. The hearing committee should include faculty members or students, or, if regularly included or requested by the accused, both faculty and student members. No member of the hearing committee who is otherwise interested in the particular case should sit in judgment during the proceeding.

2. The student should be informed, in writing, of the reasons for the proposed disciplinary action with sufficient particularity, and in sufficient time, to insure opportunity to prepare for the hearing.

3. The student appearing before the hearing committee should have the right to be assisted in his defense by an adviser of his choice.

4. The burden of proof should rest upon the officials bringing the charge.

5. The student should be given an opportunity to testify and to present evidence and witnesses. He should have an opportunity to hear and question adverse witnesses. In no case should the committee consider statements against him unless he has been advised of their content and of the names of those who made them, and unless he has been given an opportunity to rebut unfavorable inferences which might otherwise be drawn.

6. All matters upon which the decision may be based must be introduced into evidence at the proceeding before the hearing committee. The decision should be based solely upon such matters. Improperly acquired evidence should not be admitted.

7. In the absence of a transcript, there should be both a digest and a verbatim record, such as a tape recording, of the hearing.

8. The decision of the hearing committee should be final, subject only to the student's right of appeal to the president or ultimately to the governing board of the institution.

APPENDIX B

(See Article XIX)

SALARY SCHEDULE

STEP / RANK	1	2	3	4	5	6	7	8	9	10	11	12	13	14
INSTRUCTOR	1.00 8,700	1.05 9,135	1.10 9,570	1.15 10,005	1.20 10,440									
ASSISTANT PROFESSOR	1.05 9,135 9,635	1.10 9,570 10,070	1.15 10,005 10,605	1.20 10,440 10,940	1.25 10,875 11,375	1.30 11,310 11,810	1.35 11,745 12,245	1.40 12,180 12,680	1.45 12,615 13,115	1.50 13,050 13,550	1.55 13,485 13,985			
ASSOCIATE PROFESSOR				1.25 10,875 11,375	1.30 11,310 11,810	1.35 11,745 12,245	1.40 12,180 12,680	1.45 12,615 13,115	1.50 13,050 13,550	1.55 13,485 13,985	1.60 13,920 14,420	1.65 14,355 14,855	1.70 14,790 15,290	
PROFESSOR						1.40 12,680	1.45 13,115	1.50 13,550	1.55 13,985	1.60 14,420	1.65 14,855	1.70 15,290	1.75 15,725	1.80 16,160

At the Assistant and Associate Professor level at each step there is an additional $500 for holders of the doctorate. In the event that a faculty member is promoted to the rank of Professor without a doctorate, the salary will be at the appropriate professor step minus $500.